

Amendment # 1/Renewal # 1
EDS Number ASA7-7-47-10140

This is an Amendment and Renewal to Quantity Purchase Agreement # 10140, Chemicals entered into by and between IDOA on behalf of All State Agencies/ PEN Products (hereinafter referred to as "State") and Hornings Inc. (hereinafter referred to as "Contractor") dated 3/10/07. In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree to amend the existing contract as follows:

Increase of prices due to increase cost of materials and manufacturing, and

To replace the existing Compliance with Laws and Confidentiality of State Information clauses with those listed below:

The effective date will be 3/10/2008.

Price increase on current items

Line #	Description: (price listed is per EA)	Old Price	New Price	Percent % Up & Decrease
1	POWDER, BULK PRODUCT TO RE-PACKAGE AS POWDERED LAUNDRY BLEACH, HEAVY DUTY CHLORINE BLEACH WITH SPECIAL WATER CONDITIONERS AND BLEACHING AIDS, USE IN COMMERCIAL AND INSTITUTIONAL LAUNDRIES. BRITE WHITE COMMERCIAL LAUNDRY BLEACH #450 DRUM	477.06	526.50	10.4
2	BOUNCE DRYER SHEETS, ORIGINAL PRODUCT, ELIMINATES STATIC CLING, SAFE FOR ALL FABRICS, 960 SHEETS PER CASE	65.28	69.50	6.9
3	SUPER CONCENTRATE USED TO MANUFACTURE LIQUID LAUNDRY DETERGENT, HEAVY DUTY, HIGHLY CONCENTRATED, SAFE FOR ALL FABRICS, CONTAINS SPECIAL EMULSIFIERS AND PHOSPHATE FREE, USE WITH AUTOMATIC DISPENSING EQUIPMENT #55 DRUM	398.75	438.90	10.2
4	POWDER, BULK PRODUCT TO RE-PACKAGE AS POWDERED LAUNDRY DETERGENT, PHOSPHATE FREE, USE IN BOTH HOME WASHERS AND COMMERCIAL MACHINES. CONSTANT CLEAN POWDERED LAUNDRY DETERGENT #450 DRUM	223.77	255.60	14.2
5	SUPER CONCENTRATE USED TO MANUFACTURE FILM-AWAY RINSE AGENT, RAPID SHEETING ACTION LEAVES DISHES STREAK AND WATER SPOTS FREE, PERFORMS IN SOFT AND HARD WATER, USE WITH AUTOMATIC DISPENSING EQUIPMENT. FILM AWAY SUPER CONCENTRATE #55 DRUM	943.25	1058.2	12.2
6	SUPER CONCENTRATE USED TO MANUFACTURE AUTOMATIC DISH DETERGENT, INDUSTRIAL HEAVY DUTY, USE IN MECHANICAL SPRAY TYPE AND AUTOMATIC DISPENSING MACHINES. HANDS OFF SUPER CONC. INDUSTRIAL AUTOMATIC DISH DETERGENT #55 DRUM	578.05	643.50	11.3
7	SUPER CONCENTRATE USED TO MANUFACTURE MANUAL DIS DETRGENT BIODEGRADABLE, CONTAINS NO POSPHATES, MILD TO HANDS, DETERGENTS AND EMULSIFIERS FOR RAPID GREASE CUTTING ACTION, USE WITH AUTOMATED DISPENSING EQUIPMENT. HANDS ON SUPER CONCENTRATE MANUAL DISH DETERGENT #55 DRUM	379.50	413.60	9
8	SUPER CONCENTRATE USED TO MANUFACTURE DELIMER, REMOVES LIME, FOOD FILM AND SCALE FROM STAINLESS STEEL, ALUMINUM, CERAMICS, AND GLASS EQUIPMENT, DESIGNED FOR INDUSTRIAL AND INSTITUTIONAL USE. HOLD THE LIME SUPER CONCENTRATE DELIMER #55 DRUM	756.25	865.15	14.4
9	SUPER CONCENTRATE USED TO MANUFACTURE POT & PAN CLEANER, DETERGENTS AND EMULSIFIERS FOR RAPID GREASE CUTTING ACTION, RINSES COMPLETELY, 100% SOLUBILITY IN WATER, USE WITH AUTOMATIC DISPENSING EQUIPMENT. INSIDE JOB POT & PAN #55 DRUM	464.75	493.90	6.2
10	POWDER, BULK PRODUCT TO RE-PACKAGE AS LOW SUDSING POWDERED LAUNDRY DETERGENT. USE IN HOME OR COMMERCIAL WASHING MACHINES. POW-R-LOW SUDS POWDERED LAUNDRY DETERGENT #450 DRUM	338.80	385.20	13.7
11	SUPER CONCENTRATE TO MANUFACTURE RUST REMOVER LIQUID LAUNDRY SOUR, NEUTRALIZING AGENT WHERE STRONG ALKALINE DETERGENT SYSTEMS ARE USED, USE ONLY IN LARGE COMMERCIAL WASHERS, USE WITH AUTOMATIC DISPENSING EQUIPMENT. RUST REMOVE COMMERCIAL LIQUID LAUNDRY SOUR SUPER CONCENTRATE #55 DRUM	591.25	638.00	8

12	POWDER, BULK PRODUCT TO RE-PACKAGE AS POWDERED LAUNDRY SOUR, FLUORIDE-BASED LAUNDRY SOUR FOR USE IN INSTITUTIONAL AND COMMERCIAL LAUNDRIES AS A NEUTRALIZING AGENT WHERE STRONG ALKALINE DETERGENT SYSTEMS ARE USED. RUST REMOVE COMMERCIAL POWDERED LAUNDRY SOUR #450 DRUM	323.70	337.95	4.4
13	SUPER CONCENTRATE USED IN MANUFACTURING SILVERWARE PRE-SOAK SOLUTION FORMULATE TO REMOVE FOOD SOILS FROM STAINLESS STEEL FLATWARE, 100% SOLUBILITY IN WATER. SHINE ON SUPER CONCENTRATE SILVERWARE PRESOAK #55 DRUM	297.00	325.60	9.6
14	SUPER CONCENTRATE USED IN MANUFACTURING LIQUID FABRIC SOFTENER SANITIZER, EPA REGIST. CONCENTRATE, RESIDUAL BACTERIOSTATIC & RESIDUAL SELF-SANITIZER UNDER CONDITIONS OF HIGH HUM. OR WET CONTAMINATION FOR ODOR PREVENTION, FOR USE WITH AUTO. DISP. SOFT -N-CLEAN LIQUID FABRIC SOFTENER SANITIZER #55 DRUM	362.08	390.50	7.8
15	SUPER CONCENTRATE TO USE IN MANUFACTURING LIQUID FABRIC SOFTENER, ELIMINATES STATIC CLING, SAFE FOR ALL FABRICS, REDUCES DRYING TIME, FRESH CLEAN SCENT. USE WTH AUTOMATIC DISPENSING EQUIPMENT. SOFT TOUCH SUPER CONCENTRATE LIQUID FABRIC SOFTENER #55 DRUM	462.00	492.25	6.5
16	SUPER CONCENTRATE TO USE IN MANUFACTURING STAIN REMOVER LIQUID LAUNDRY BOOSTER, DESIGNED TO SOFTEN AND REMOVE HARD-SET STAINS, IMPROVES SOAP AND DETERGENT PERFORMANCE, REMOVES HEAVY SOIL QUICKLY, RINSES FREELY, FOR USE WITH AUTOMATIC DISPENSING EQUIPMENT. STAIN BUSTER LIQUID LAUNDRY BOOSTER #55 DRUM	357.55	425.15	18.9
17	POWDER, BULK PRODUCT TO RE-PACKAGE AS POWDERED LAUNDRY BOOSTER, HEAVY DUTY STAIN REMOVER, DESIGNED TO SOFTEN AND REMOVE HARD-SET STAINS, IMPROVES SOAP AND DETERGENT PERFORMANCE. STAN BUSTER POWDERED LAUNDRY BOOSTER. #450 DRUM	274.45	315.45	14.9
18	DETERGENT, POWDERED LAUNDRY 250 PACKETS/TUB. 1.2 OZ PACKET, WATER-SOLUBLE, PREMEASURED, PORTION-CONTROLLED, PACKAGED FOR INDUSTRIAL USE, 1 PACKET PER 16LB-20LB LOAD, LOW FOAMING BALANCED BLEND OF INGREDIENTS TO ASSURE BRIGHTER CLEANER CLOTHES. WHITE WINGS POWDERED LAUNDRY DETERGENT WATER SOLUBLE PACKETS	49.15	49.15	0/ NO CHANGE
19	POWDER, BULK, PRODUCT TO RE-PACKAGE AS DISINFECTANT DETERGENT, EPA REGISTERED, TO CLEAN AND DEODORIZE HARD SURFACES. POWDERED DETERGENT DISINFECTANT.	39.60	42.40	7
20	CASE, BULK, 72 INDIVIDUAL UNITS OF AIR FRESHENER IN A VARIETY OF SCENTS TO BE USED WITH SEPERATELY PURCHASED DISPENSING UNIT, VOC COMPLIANT, NON-TOXIC, NON-FLAMMABLE, WATER BASED FORMULATION NON-SPILL CONTAINER. NEW SCENT AIR GELS	135.60	142.40	5
21	SUPER CONCENTRATE TO USE IN MANUFACTURING COLOR-SAFE LIQUID BLEACH, OXYGEN BLEACH, SAFE FOR WHITES AND COLORED FABRICS, FOR USE WITH AUTOMATIC DISPENSING EQUIPMENT. COLOR SAFE NON CHLORINE LIQUID LAUNDRY BLEACH #55 DRUM	486.75	522.50	7.4
22	POWDER, BULK PRODUCT TO RE-PACKAGE AS POWDERED SOFTENER SANITIZER, EPA REGISTERED, FABRIC SOFTENER CONCENTRATE, RESIDUAL BACTERIOSTATIC AND SELF SANITIZER UNDER CONDITIONS OF HIGH HUMIDITY OR WET CONTAMINATION FOR ODOR PREVENTION. SOFT-N-CLEAN POWDERED FABRIC SOFTENER SANITIZER #365 DRUM	576.70	635.10	10.1
23	SUPER CONCENTRATE TO USE IN MANUFACTURING LOTION HAND SOAP, RICH PEARLIZED LIQUID HAND SOAP, EMOLLIENTS FOR SMOOTH SOFT SKIN, Ph BALANCED FOR MILDNESS AND QUICK LATHER. LOTION HAND SOAP #55 DRUM	426.25	467.50	9.7
24	SUPER CONCENTRATE TO USE IN MANUFACTURING PEARLIZED SHAMPOO, CONCENTRATED Ph BALANCED SHAMPOO, MILD CLEANING AND CONDITIONING AGENTS LEAVE HAIR SOFT AND MANAGEABLE. PEARLIZED SHAMPOO #55 DRUM	482.93	511.50	5.9

25	SUPER CONCENTRATE TO USE IN MANUFACTURING ANTIMICROBIAL LOTION HAND SOAP, RICH MILD LOTION HAND SOAP WITH AN EFFECTIVE ANTIMICROBIAL AGENT FOR ROUTINE USE BY MEDICAL PERSONNEL AND RELATED WORKERS. ANTIMICROBIAL LOTION HAND SOAP 6-16 OZ BOTTLES W/PUMP	38.80	42.10	8.5
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Compliance with Laws

- A. The Contractor shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this Contract require formal modification.
- B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 et seq., the regulations promulgated there under, and Executive Order 04-08, dated April 27, 2004. If the contractor is not familiar with these ethical requirements, the contractor should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <http://www.in.gov/ethics/>. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the contractor. In addition, the Contractor may be subject to penalties under Indiana Code § 4-2-6, 4-2-7, 35-44-1-3, and under any other applicable laws.
- C. The Contractor certifies by entering into this Contract, that neither it nor its principal(s) is presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. Further, the Contractor agrees that any payments in arrears and currently due to the State of Indiana may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.
- D. The Contractor warrants that it has no current or pending or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the State of any such actions. During the term of such actions, Contractor agrees that the State may delay, withhold, or deny work under any supplement or contractual device issued pursuant to this Contract and any further supplements or amendments.
- E. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State of Indiana or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties.
- F. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest except as permitted under IC 5-17-5.
- G. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed is a material breach of this Contract and grounds for immediate termination of the Agreement and denial of further work with the State.
- H. The Contractor hereby affirms that if it is an entity described in IC Title 23 it is properly registered and owes no outstanding reports with the Indiana Secretary of State.

I. As required by IC 5-22-3-7:

(1) the Contractor and any principals of the Contractor certify that (A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of (i) IC 24-4.7 [Telephone Solicitation Of Consumers], (ii) IC 24-5-12 [Telephone Solicitations] , or (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) the Contractor will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

(2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor: (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

Confidentiality of State Information

The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. The Contractor covenants that data, material and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract, will not be disclosed to or discussed with third parties without the prior written consent of the State.

The parties acknowledge that the services to be performed by Contractor for the State under this contract may require or allow access to data, materials, and information containing Social Security numbers or other personal information maintained by the State in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Contractor and the State agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) or personal information (as defined in IC 4-1-11-3) is/are disclosed by Contractor, Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract.

Attached hereto and incorporated herein by reference as N/A is a copy of Contractor's internal privacy/confidential information policy. Contractor agrees to comply with such internal privacy/confidential information policy with regard to data, materials, and information disclosed or otherwise provided to Contractor by the State under the terms of this contract.

Further pursuant to the original contract renewal clause the State hereby exercises its option to renew this contract under the same terms and conditions of the original contract dated 3/10/2007 to include the above named amendment. The contract term shall commence on 3/10/2008 and shall terminate on 3/09/2009.

All other matters previously agreed to and set forth in the original agreement and not affected by this Amendment shall remain in full force and effect.

Non-Collusion and Acceptance

[]The undersigned attests, subject to the penalties for perjury, that he/she is the contracting party, or that he/she is the representative, agent, member or officer of the contracting party, that he/she has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him/her, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this agreement other than that which appears upon the face of the agreement.

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In Witness Whereof, Contractor and the State of Indiana have, through duly authorized representatives, entered into this agreement. The parties having read and understand the foregoing terms of the contract do by their respective signatures dated below hereby agree to the terms thereof.

Contractor:

Signature: James J. Horning
Printed Name: JAMES J. HORNING
Title: SECRETARY
Date: MARCH 7, 2008

State of Indiana Agency:

Signature: Donna Frost
Printed Name: DONNA FROST
Title: Purchasing Administrator
Date: 3-13-08

Indiana Office of Technology

N/A
Gerry Weaver
Chief Information Officer
Date: _____

Department of Administration

Carrie Henderson
Carrie Henderson
Commissioner
Date: 3/13/08

State Budget Agency

Christopher A Ruhl
Christopher A Ruhl
Director
Date: 3/14/08

Office of the Attorney General

Stephen Carter
Stephen Carter
Attorney General
Date: April 2, 2008